

**AGREEMENT**

**BETWEEN**

**THE CITY OF NEW ROCHELLE**

**AND**

**POLICE ASSOCIATION OF NEW ROCHELLE, N.Y., INC.**

**Effective January 1, 2005**

**AGREEMENT**

**Between**

**The City of New Rochelle**

**And**

**Police Association of New Rochelle, NY. Inc.**

**Effective January 1, 2005**

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**ARTICLE X - GENERAL PROVISIONS**

1. Probationary Appointments. The UNION and the EMPLOYER agree that a probationary appointment to the Police Department is deemed to be a trial period, the term of which is set forth in the Civil Service Rules; the parties further agree that while a probationary appointee is entitled to all the economic benefits and terms of this AGREEMENT, such appointee is, nevertheless, subject to discharge from the Department by the EMPLOYER for any reason deemed sufficient by the EMPLOYER and such discharge, if it occurs, shall not be subject to the grievance procedure hereafter established under Article XI.

2. Uniform and Cleaning Allowance. The annual uniform and cleaning allowance payable in January to each employee in the bargaining unit is \$775 for 2005, \$800 for 2006, \$825 for 2007, \$850 for 2008 and \$900 for 2009.

A uniform and cleaning allowance of seven hundred fifty (\$750.00) dollars shall be paid to a new employee upon the completion of his probationary appointment retroactive to the date upon which he first became a probationary appointee of the Police Department. At the beginning of the next calendar year of his service as a permanent appointee of the Police Department, he shall receive a pro-rata share of the regular uniform and cleaning allowance as all other employees presently in the bargaining unit and on the same basis as set forth above; said pro-rata share shall be computed on the basis of the number of calendar days actually worked during the preceding year; thereafter he shall receive the full annual allowance as set forth in the first paragraph above.

3. Radio Motor Patrol Cars (Repair). If it becomes necessary to change a flat tire on a police vehicle, the employee shall have the right to call the Duty Tow Service when the municipal garage is closed.

4. Mileage Allowance (Outside City). A member of the Police Association who, with the prior authorization of the member's supervisor, uses his/her personal vehicle for travel outside the City of New Rochelle in the course of, or connected with his/her employment, shall receive a mileage allowance equal to the then prevailing rate established by the Internal Revenue Service computed on the roundtrip distance from headquarters to the place traveled.

5. Personal Items (Compensation for Loss). An employee shall be compensated for the loss and damage of personal items, excluding automobiles, in the course of a police action to a maximum of seventy-five (\$75.00) dollars per incident.

6. Polygraph. An employee may not be ordered to take a polygraph test.

7. Separation from Service (Cash Payment Entitlement). An employee, whose services are terminated for any reason except cause, or his legal representative in the event of death, shall be entitled to and shall within thirty (30) days, receive the cash payment of the monetary value of all benefits to which he has become entitled.

8. Squad room (Improvement in Facilities). There shall be an increased number of chairs and a pay phone installed in the squad room in police headquarters.

9. Standby. An employee who is ordered to be on standby shall be given one (1) hour compensatory time for every two (2) hours he actually remains on standby. Compensatory time for standby shall be pro-rated. For purposes of this section, standby is time that an employee is not actually on duty but is continuously available to report to duty within one (1) hour of receiving notification, and the employee is required to insure his availability by furnishing to the Commissioner of Police or his designee a place where he may be so notified.

10. Subpoena Fees (Special Compensation After Separation from Service). A member, whose services are terminated for any reason except cause, who is called to testify in criminal or civil cases or administrative hearings that he investigated or in which he was involved in his official

capacity prior to the termination of his services, shall be compensated for such appearances for a day's pay at the appropriate daily rate with the same compensation as the present rate for the rank he held at separation from service.

11. Tuition Reimbursement. The Police Commissioner may approve either partial or full reimbursement by the EMPLOYER of tuition for courses taken by unit members under the following circumstances:

A. The unit member must have completed his/her probationary period with the Police Department.

B. Courses for which tuition reimbursement is sought must be credited toward an undergraduate or graduate degree in Criminal Justice or Public Administration and must be approved in advance by the Police Commissioner.

C. The Police Commissioner may set standards and limits for minimum grades that must be achieved and maximum course costs for reimbursement.

D. The unit member must successfully complete a course prior to filing for actual reimbursement.

E. When filing for reimbursement, the unit member shall submit such proof of course cost, content and grade received as required by the Police Commissioner.

F. A unit member who resigns, retires or otherwise terminates employment with the City of New Rochelle shall reimburse the City for tuition payment made to him/her for courses completed within one year prior to such resignation, retirement, or other termination of employment. The City reserves the right to withhold such tuition reimbursement from any payments which are due the unit member upon a separation from the employ of the City.

G. The total amount of City tuition reimbursement that may be approved for the unit membership as a whole shall not exceed \$30,000 for 2005 and \$40,000 per year effective 2006.

#### ARTICLE XI - SETTLEMENT OF DISPUTES

1. Scope and Intent. In the event of a dispute or a grievance between the EMPLOYER and the UNION or any employee represented by the UNION, representatives of the EMPLOYER and the UNION shall make an honest and sincere effort to adjust the same in an amicable manner. Failing such adjustment, the dispute settlement procedure as described in this Article of the AGREEMENT shall be followed.

This procedure shall be used in seeking the settlement of any grievance or dispute which may arise between the parties, including the application, interpretation or enforcement of this AGREEMENT. However, matters shall not be handled under this procedure involving alteration of wage rate schedules, retirement benefits established elsewhere in this AGREEMENT, or of established budget appropriations or personnel authorizations.

The time limits in the grievance procedure may be extended by mutual agreement in writing.

Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

2. First Stage. The grievance shall be presented, in writing, by the employee or the UNION to the Commissioner of Police within twenty (20) work days of its occurrence. The Commissioner of Police or his/her designee shall issue his/her response to the grievant, in writing, within thirteen (13) work days after the presentation of the grievance to him/her.

3. Second Stage. If the grievance is not settled at the first stage, it shall be presented by the UNION to the EMPLOYER'S Director of Personnel, in writing, within fifteen (15) work days after the response of the Commissioner of Police is due. The Director of Personnel shall act upon the grievance within fifteen (15) work days after his/her receipt of the matter in the form of a written response to the UNION with copies to the City Manager, the Commissioner of Police and the employee.



4. Arbitration. Grievances which have not been settled through the third stage shall be referred to binding arbitration if either party serves written notice on the other requesting arbitration. Such notice shall be filed within thirty (30) work days after the decision of the Director of Personnel is due.

5. Binding Arbitration. If the grievance to be settled involves issues directly related to the interpretation, application or enforcement of the provisions of this AGREEMENT, it shall be referred to binding arbitration. However, the following shall not be subject or submitted to binding arbitration: provisions of the AGREEMENT which relate to or in any manner affect the obligations of the EMPLOYER as intended by State statute or City Charter; any matter which is covered by State statute relating to the operation and jurisdiction of the Municipal Civil Service Commission, including rules which the Commission is authorized to promulgate; the elimination or discontinuance of any job.

Binding arbitration shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION after notice has been given by either party of intention to proceed to binding arbitration. The arbitrator shall be selected from a panel of impartial arbitrators furnished by the New York State Public Employment Relations Board.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of this AGREEMENT, and no arbitration determination or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the effective date of this AGREEMENT. In the event that this AGREEMENT is terminated or breached for any reason, rights to arbitration thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to the expiration date or termination of this AGREEMENT.

No award of any arbitrator may be retro-active to a date which is earlier than thirty (30) working days prior to the filing of the grievance.

The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the expressed terms of this AGREEMENT. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the disputes submitted to arbitration.

The arbitrator shall neither add to, detract from nor modify the language of this AGREEMENT in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed. The arbitrator shall have no authority to grant wage increases or wage decreases, or to grant increases or decreases in personnel.

The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party.

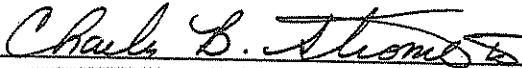
APPROVED AS TO FORM:



Corporation Counsel

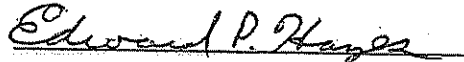
11/14/05  
Date

FOR THE CITY OF NEW ROCHELLE:



City Manager

FOR THE POLICE ASSOCIATION  
OF NEW ROCHELLE, N.Y., INC.:



President